



Dear Sir or Madam,

RE: Cash on Delivery (COD) Credit Application Form.

Please find overleaf a credit application form for trading terms of COD. Please take care whilst filling in the form as a credit account will not be created until we receive a fully completed application.

A completed credit application requires the following information:

- Completed Business Details sections;
- Name, address, phone numbers (home and Mobile) and shareholding for all directors or partners;
- Business name, phone number and credit limit for a minimum of 3 trade references;
- Signed Terms of Trade by all directors, all partners or the sole trader;
- Signed Acknowledgements Agreements and Guarantee by all directors, all partners or the sole trader.

Failure to provide all of the above information will result in delays to your credit account being created.

If you require assistance in filling out the application or have any question please don't hesitate to contact myself or your sale rep on (03) 5480 9633.

Regards

Colin Hanley
Financial Controller



OFFICE USE ONLY											
APPROVAL DATE:	___ / ___ / ___										
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AUTHORISED:	_____										

APPLICATION FOR COMMERCIAL CREDIT
Cash On Delivery (COD)

Trading Name: _____	ABN: <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																																								
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Type of Business: _____	Credit Limit: \$ _____																																								
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Business Structure:	SOLE TRADER <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	COMPANY <input type="checkbox"/>																																						
Receive statement by:	EMAIL <input type="checkbox"/>	FAX <input type="checkbox"/>	MAIL <input type="checkbox"/>																																						
Payment Method:	CASH <input type="checkbox"/>	CHEQUE <input type="checkbox"/>	EFT <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>																																					

Sole Trader Details OR ALL Partner Details OR ALL Directors Details

Name	Residential Address	Phone/Mobile		Share Holding
		Ph:	Mob:	
				%
				%
				%
				%

A CREDIT ACCOUNT WILL NOT BE OPENED UNLESS THIS FORM IS COMPLETED AND ALL RELEVANT PERSONS HAVE SIGNED WHERE REQUIRED.

TRADE REFERENCES (Must supply a minimum of 3 references)

Business Name	Phone	Credit Limit \$
	Ph:	\$
	Ph:	\$
	Ph:	\$

ACKNOWLEDGMENT'S AGREEMENTS AND GUARANTEE

I/We make this application for a Credit Account with Escare Holding Pty Ltd ("Cadell Trading"). I/We have read the Application Form and the Terms of Trade overleaf and having given due consideration to its contents agree to the conditions contained therein. The information I/We have supplied is to the best of my/our knowledge true and correct in every particular. I/We understand that in signing this form I/We give the following ACKNOWLEDGMENT and enter into the following agreements and Guarantee:

1. ACKNOWLEDGMENT OF DISCLOSURE OF PERSONAL INFORMATION TO CREDIT AGENCIES

I/We acknowledge that Cadell Trading has the right to provide information about my/our personal circumstances to any credit reporting agency. This personal information includes the following.

- (a) My/Our full names including any known aliases, sex and date of birth, current and previous addresses, current or last known employer and drivers licence number;
- (b) Details of application to Cadell Trading for credit including the amount of credit applied for (where applicable);
- (c) Details of cheques drawn by me/us for more than \$100.00 which have been dishonored more than once; and
- (d) That credit provided to me/us by Cadell Trading has been paid or otherwise discharged.

2. AGREEMENT THAT CADELL TRADING MAY SEEK CREDIT REPORTS IN ORDER TO ASSESS THIS APPLICATION

I/We agree that this Application constitutes an Application for Commercial Credit. I/We hereby authorise Cadell Trading to obtain from any credit reporting agency a credit report containing personal information about me/us which will assist Cadell Trading to assess this Application.

3. AGREEMENT THAT CADELL TRADING MAY SEEK CREDIT REPORTS SO AS TO COLLECT OVERDUE PAYMENTS.

I/We agree that Cadell Trading may obtain from any credit reporting agency a credit report containing personal information about me/us so as to enable Cadell Trading to collect payments which are overdue under any agreement made between ourselves and Cadell Trading.

4. AGREEMENT THAT CADELL TRADING MAY EXCHANGE MY/OUR PERSONAL INFORMATION WITH OTHER CREDIT PROVIDERS

I/We agree that Cadell Trading may seek information from and/or give information to any credit providers named in this Application (including any trade references that constitute credit providers) and any credit providers that may be named in the information obtained by Cadell Trading.

I/We understand that this information may include details relating to my/our credit history and my/our eligibility for consumer credit. I/We understand that this information may also be used for the following purposes:

- (a) To assess this Application for consumer or commercial credit;
- (b) To notify other credit providers of a default by me/us;
- (c) To exchange information with other credit providers as to the status of the credit given to me/us by Cadell Trading as a result of this Application where I/We am/are in default with other credit providers; or
- (d) To assess my/our credit worthiness.

5. AGREEMENT THAT TRADE REFERENCES MAY ACCESS CONSUMER INFORMATION IN THE POSSESSION OF CADELL TRADING.

I/We agree that any person who is described as a trade reference in this Application and is not a credit provider for the purposes of the Privacy Act may seek access from Cadell Trading to any information which Cadell Trading has about any application for consumer or commercial credit made by me/us as to the nature in which the consumer or commercial credit account between Cadell Trading and myself/ourselves has been conducted.

6. GUARANTEE OF PAYMENT AND PERFORMANCE

I/We being the Director(s)/Partners of the Applicant/Buyer, here GUARANTEE to Cadell Trading the due and punctual payment and performance by the Applicant/Buyer of all its obligations to Cadell Trading at all times in respect of every order placed by the Applicant/Buyer with Cadell Trading and in respect of which credit is provided by Cadell Trading. This GUARANTEE is a continuing GUARANTEE and is binding by my/our legal personal representative, successors and assigns.

SIGNED this day of 20.....

BY

Signature

Signature

Signature

Print Name

Print Name

Print Name

TERMS OF TRADE

A. TERMS OF PAYMENT

This account is payable strictly upon or before delivery on the day in which the product was invoiced. Receipt of the full amount due to Escare Holdings Pty Ltd ("Cadell Trading") shall evidence the passing of the property in the goods to which the payment relates (or is determined to relate by Cadell Trading) to the Buyer if the Buyer does not indicate otherwise. The Buyer hereby authorises Cadell Trading in its sole discretion to appropriate any monies received from the Buyer against any amounts due by the Buyer to Cadell Trading in respect of the goods. If payment is not made by the due date Cadell Trading reserves the right to charge a late fee of up to \$55 including GST on the day the payment falls overdue plus up to an additional \$55 including GST for every additional month that the account is overdue or until a payment plan is put in place plus interest at the rate of 18% per annum on all monies then outstanding and owing by the Buyer to Cadell Trading. Such interest is to be calculated daily and compounded on a monthly basis.

B. CAVEATABLE INTEREST

As security for payment of the amounts owing to Cadell Trading that become immediately payable outside the terms of payment outlined in these Terms of Trade, the customer and its guarantors (if applicable) hereby jointly and severally charge all their real estate which they may own now or from time to time in favor of Cadell Trading until such amounts are repaid in full, and do hereby consent to the registration or any caveat or other security over such real estate. All costs of Cadell Trading in connection with this acknowledgement including any security documentation, stamp duty, legal costs and other associate expenses and any enforcement express shall be payable by the customer to Cadell Trading as and when demanded and shall carry interest thereon from the date of demand until the date of payment at the rate fixed under Section 2 of the penalty Interest Rate Act 1983(Vic).

C. RETURN OF GOODS

- (i) Goods may not be returned for credit without prior authorisation from the Buyer's Cadell Trading Sales Consultant.
- (ii) Returned goods must state clearly the Buyer's name, address and the reason for the return.
- (iii) Claims for incorrect deliveries and faulty goods should be noted on the invoice at the time of delivery and returned through to our office within 48 hours. Claims for incorrect charging must be made within ten (10) days of the receipt of the goods. The Buyer shall not make any claim after the expiration of ten (10) days from the date of the receipt of the goods. Cadell Trading shall be entitled in its sole discretion to reject any claim for incorrect deliveries, faulty goods and/or incorrect charging made more than ten (10) days after the receipt of the goods.
- (iv) All claims for non receipt of goods must be communicated to Cadell Trading within seven (7) days of receipt of invoice. Cadell Trading shall be entitled in its sole discretion to reject any claim for non receipt of goods made more than seven (7) days after the Buyer's receipt of invoice.
- (v) The freight charges for returned goods will only be paid by Cadell Trading if carriage has been arranged by Cadell Trading. Goods returned from end users will not be accepted unless by prior arrangement with authorised Cadell Trading Representative.

D. RESERVATION OF TITLE

- (i) The title or property in any goods delivered by Cadell Trading to the Buyer shall pass to the buyer only upon payment in full by the Buyer to Cadell Trading in relation to such goods. Until such time Cadell Trading reserves and may exercise the right to call for or recover the goods at its option and in its sole discretion (for which purposes Cadell Trading, its employees or agents may and are authorised to enter the Buyer's premises at any time and to use such force as necessary to recover the goods).
- (ii) In circumstances where Cadell Trading has not been paid for goods in accordance with the Terms of Payment set out in clause A of these Terms of Trade or any other terms of payment subsisting between the Buyer and Cadell Trading and Cadell Trading has delivered the goods to the Buyer, the Buyer agrees that until such time as the Buyer has on sold the goods it shall hold the goods as trustee for Cadell Trading and the Buyer agrees to store such goods in a manner that clearly displays Cadell Trading's continuing ownership of the goods.
- (iii) The Buyer agrees that a certificate purporting to be signed by an officer of Cadell Trading identifying products as unpaid for shall be conclusive evidence that the products have not been paid for and of Cadell Trading's title thereto.
- (iv) Notwithstanding the sub-clause (i) and (ii) the Buyer has the right to sell the goods to a third party in the normal course of the Buyer's business and may deliver the goods to that third party provided that:
 - (a) When the Buyer is paid by the third party in relation to the goods sold and the Buyer has not yet paid Cadell Trading for the goods the Buyer agrees to and shall hold the whole of the proceeds of the sale of the goods on trust for Cadell Trading.
 - (b) whereby the Buyer has not yet been paid by the third party and the Buyer has not paid Cadell Trading pursuant to this agreement or any other terms of payment subsisting between the Buyer and Cadell Trading, the Buyer agrees, at the option of Cadell Trading, to assign its claims against the third party to Cadell Trading upon Cadell Trading giving notice to the Buyer in writing to that effect and for the purpose of giving effect to and perfecting the assignment of such claims the Buyer hereby irrevocably appoints Cadell Trading as the attorney for the Buyer.

E. LIABILITY FOR LOSS OR DAMAGE

Notwithstanding anything contained in clause A, B, C, or D of these Terms of Trade, the Buyer agrees to and does accept all risk of loss or damage to the goods whether caused by the Buyer or another person upon delivery of the goods and agrees to and does further indemnify Cadell Trading against all claims, demands and suits for loss or damage arising from the handling, transport, display or use of the goods after the Buyer has itself taken possession of the goods.

F. ORDERS

- (i) Each order that the buyer places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due.
- (ii) When an order is placed, the Buyer shall inform Cadell Trading of any facts which might reasonably affect any decision to accept the order and/or grant credit. Any Failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of Cadell Trading and to be unconscionable, misleading and deceptive.

G. BUYER RESTRUCTURE/SALE - ACQUISITION

- (i) The Buyer shall notify Cadell Trading in writing of any change in its structure or management, including any change in director, shareholder or management or change in partnership or trusteeship within 14 days of the date of any such change and the Buyer agrees to indemnify Cadell Trading against any loss incurred if such notice is not given.
- (ii) The Buyer shall notify Cadell Trading in writing at least 14 days prior to the sale or acquisition of the Buyer's business by a third party and the Buyer agrees to indemnify Cadell Trading against any loss incurred if any such notice is not given. The Buyer agrees that even if the Buyer's business is sold to or acquired by a third party, any monies owing by the Buyer to Cadell Trading for the supply of goods shall remain the Buyer's responsibility.

H. RECOVERY COSTS

The Buyer shall pay all legal and administrative costs and expenses incurred by Cadell Trading, its legal advisers, mercantile agents and others in respect of overdue accounts or anything instituted or being considered against the Buyer, whether for debt, possession of any products or otherwise.

I. FORCE MAJEUR

Cadell Trading will not be or deemed in default or breach of any contract as a result of the effects of Force Majeur. Force Majeur will include any cause beyond the reasonable control of Cadell Trading.

J. SEVERABILITY

Any part hereof being a whole part of a clause shall be capable of severance without effecting any other part of these terms.

L. JURISDICTION

The Buyer agrees that all contracts made with Cadell Trading shall be governed by the laws of the State of Victoria. These Terms of Trade apply notwithstanding any agreement, whether subject to this agreement or not, under which the Buyer obtains credit terms from Cadell Trading.

SIGNED this..... day of....., 20.....		
BY		
..... Signature Signature Signature
..... Print Name Print Name Print Name

A CREDIT ACCOUNT WILL NOT BE OPENED UNLESS THIS FORM IS COMPLETED AND ALL RELEVANT PERSONS HAVE SIGNED WHERE REQUIRED.