

APPLICATION FOR CREDIT ACCOUNT

The Applicant(s) Business/Trading Name: _____ Telephone No: _____

Business Address: _____ Post Code: _____

Postal Address: _____ Business Registration No: _____

Registered Company Name (If applicable): _____ A.B.N. No: _____

CORPORATE STRUCTURE(Tick appropriate) Proprietary Limited
Public CompanySole Trader
PartnershipTrustee
Incorporated Body

Principal Contact: _____ Email: _____

Bank: _____ Branch: _____ Date Business Commenced: _____

TRADE/BUSINESS REFERENCES

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

MONTHLY CREDIT APPLIED FOR \$ _____

FULL NAMES AND ADDRESSES OF PROPRIETORS/DIRECTORS/PARTNERS

Name: _____ Address: _____ DOB: _____

Name: _____ Address: _____ DOB: _____

Name: _____ Address: _____ DOB: _____

TERMS AND CONDITIONS

1. If **KAPLAN DISTRIBUTORS** considers it relevant to assessing my/our application for commercial credit, I/we agree to **KAPLAN DISTRIBUTORS** obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by **KAPLAN DISTRIBUTORS**. I/we agree to **KAPLAN DISTRIBUTORS** obtaining personal information about me/us from other credit providers, whose names I/we may have provided for **KAPLAN DISTRIBUTORS** or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to **KAPLAN DISTRIBUTORS**. I/we agree that **KAPLAN DISTRIBUTORS** may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

2. The applicant(s) must inform **KAPLAN DISTRIBUTORS** in writing within seven (7) days of any change of his/her their business or corporate structure.

3. **KAPLAN DISTRIBUTORS** reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.

4. All contracts between **KAPLAN DISTRIBUTORS** and the Applicant shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria

5. **KAPLAN DISTRIBUTORS** reserves the following rights in relation to any goods provided to the applicant by **KAPLAN DISTRIBUTORS**, until all accounts owed by the Applicant to **KAPLAN DISTRIBUTORS** are fully paid:

- (1) legal ownership of the goods;
- (2) to enter the Applicants premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (3) to keep or resell any goods repossessed pursuant to (2) above;

If the goods are resold, or products manufactured using the goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Credit Provider and shall pay such amount to **KAPLAN DISTRIBUTORS** upon request. Notwithstanding the provisions above **KAPLAN DISTRIBUTORS** shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.

6. I/We acknowledge that if the account is overdue, **KAPLAN DISTRIBUTORS** at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.

7. Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.

8. I/We acknowledge and agree that the terms of payment are STRICTLY 30 days from invoice, and in the event the account becomes overdue, **KAPLAN DISTRIBUTORS** reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Name:	_____	Name:	_____
Signature:	_____	Signature:	_____
Position:	_____	Position:	_____
Date:	_____	Date:	_____