



A.B.N. 77 003 683 154

Power Packaging Pty. Limited  
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 PO Box 6745  
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 sales@powerpackaging.com.au  
 www.powerpackaging.com.au

## 30 DAY CREDIT ACCOUNT APPLICATION

PLEASE COMPLETE ALL INFORMATION

### Customer details:

**Type of Business**    Company     Sole Trader     Partnership     Trust

Customers Trading Name:		ACN:
(if company) Company Name:		ABN:
Postal Address:		Postcode:
Telephone:		Fax:
Delivery Address:		Postcode:
Type of Business:	Date Business Established:	

### Enter names of directors (if a Company) or details of proprietors (if a sole trader or partnership)

Name:	Telephone:
Private Address:	

Name:	Telephone:
Private Address:	

Name:	Telephone:
Private Address:	

### Credit References *(Please do not use C.O.D. Accounts) – Fax or Email address is required*

1.	Ph:	Fax/Email:
2.	Ph:	Fax/Email:
3.	Ph:	Fax/Email:

Bank:	
Branch:	Account No:
Estimated Monthly Purchases/Amount of Month Credit Required: \$	

<b>Purchasing Contact:</b>	
Telephone:	Fax:
<b>Accounts Contact:</b>	
Telephone:	Fax:
Email Address To Send Statements:	
Preferred Method Of Invoice Delivery (Circle Choice)	<b>With Goods      Email (Pls provide below)</b>

1. The Customer makes an application for credit account with Power Packaging Pty Limited ("Power Packaging") and agrees to pay all amounts due to Power Packaging within 30 days from the end of the month invoicing and in accordance with its standard trading terms and conditions ("Terms")
2. The Customer warrants to Power Packaging the accuracy of the information provided in this form. The Customer acknowledges that Power Packaging will rely on the truth and accuracy of the information provided by the Customer herein in considering the Customer's credit application. In addition to any other remedies that may be available to Power Packaging, the Customer's credit sale account may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Customer in this application are inaccurate or misleading in any significant respect.
3. The Customer agrees to allow Power Packaging to obtain information on the Customer's Credit standing from whatever source Power Packaging deems appropriate, including any credit reference agency.
4. The Customer agrees that Power Packaging's Terms, as attached to this Form, will govern all transactions between Power Packaging and the Customer and the terms and conditions referred to on any order forms that may be used by the Customer will not apply, unless agreed to in writing to the contrary by Power Packaging. The Customer agrees:
  - (a) it has been provided with a copy of Power Packaging's Terms;
  - (b) it has had the opportunity to read the Terms; and
  - (c) to be bound by the Terms set out in the document attached to this Credit Application Form and as amended from time to time by Power Packaging.
5. The Customer authorises Power Packaging to provide its opinion with respect to the Customer's credit standing with Power Packaging to further credit providers of the Customer, if requested by Customer or such further credit provider.
6. I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

For and on behalf of the Customer:

<b>Signature:</b>	<b>Position</b>
<b>Print Name:</b>	<b>Date:</b> /        /

**Power Packaging Pty Limited**  
**ABN 77 003 683 154**  
**(“Company”)**  
**Trading Terms and Conditions**  
**For Sale of Goods**

These Trading Terms & Conditions (“Terms”) apply (unless otherwise previously agreed in writing) to the supply of Goods by the Company to a Customer from time to time. Any supply of Goods by the Company to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by the Company and any such supply does not give rise to a new or separate agreement.

**1. Interpretation**

In these Terms unless the contrary intention appears:

“**Additional Charges**” includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to Company arising out of the sale of the Goods.

“**Customer**” means the person to or for whom the Goods are to be supplied by Company.

“**Goods**” means the goods sold to the Customer by Company and includes any services provided by Company to Customer.

“**Power Packaging**” means Power Packaging Pty Limited, ABN 77 003 683 154.

“**PPSA**” means the *Personal Property Securities Act 2009 (Cth)*

“**Purchase Price**” means the list price for the goods as charged by Power Packaging at the date of delivery or such other price as may be agreed by Company and the Customer prior to delivery of the Goods.

**2. Order for Goods**

2.1 An order given to Company is binding on Company and the Customer, if:

2.1.1 a written acceptance is signed for or on behalf of Company; or

2.1.2 the Goods are supplied by Company in accordance with the order.

2.2 An acceptance of the order by Company is then to be an acceptance of these Terms by Company and the Customer and these Terms will override any conditions contained in the Customer’s order. No order is binding on Company until accepted by it.

2.3 An order which has been accepted in whole or in part by Company cannot be cancelled by the Customer without obtaining the prior written approval of Company, which it may refuse in its absolute discretion.

**3. Warranties**

3.1 Company liability is limited to, to the extent permissible by law and at Company’s option;

3.1.1 in relation to the Goods:

i. the replacement of the products or the supply of equivalent products

ii. the repair of the products

iii. the payment of the cost of replacing the products or of acquiring equivalent products; or

iv. The payment of the cost of having the products repaired

3.1.2 Where the Goods are services:

i. the supply of service again; or

ii. the payment of the cost of having the services supplied again.

3.2 Any claims to be made against Company for short delivery of Goods must be lodged with Company in writing within 7 days of the delivery date.

3.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

3.3.1 any increased costs or expenses;

3.3.2 any loss of profit, revenue, business, contracts or anticipated savings;

3.3.3 any loss or expense resulting from a claim by a third party; or

3.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by Company’s failure to complete or delay in completing the order to deliver the Goods.

#### 4. **Delivery**

- 4.1 The times quoted for delivery are estimates only and Company accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Company.
- 4.2 Risk in accepting the Goods passes on delivery to the Customer.
- 4.3 Return of Goods will not be accepted by Company except by prior agreement in writing with Company. Any Goods returned will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

#### 5. **Price and Payment**

- 5.1 The Customer must pay the Purchase Price and the Additional Charges to Company.
- 5.2 If the Customer is in default, Company may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

#### 6. **Retention of Title**

- 6.1 Ownership, title and property of the Goods remains with Company until payment in full for the Goods and all sums due and owing by the Customer to Company on any account has been made. Until the date of payment:
- 6.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
- 6.1.2 until the Goods have been sold by the Customer in the ordinary course of the Customer's business, the Customer holds the Goods as bailee for Company;
- 6.1.3 the Goods are always at the risk of the Customer.
- 6.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
- 6.2.1 if any payment to Company is not made promptly before the due date for payment;
- 6.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Company is dishonoured;
- 6.3 In the event of a default by the Customer, then without prejudice to any other rights

which Company may have at law or under this agreement:

- 6.3.1 Company or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
- 6.3.2 Company may recover and resell the Goods;
- 6.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Company may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Company and the Customer may be ascertained. Company must promptly return to the Customer any goods the property of the Customer and Company is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

#### 7. **PPSA**

- 7.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 7.2 Company and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the Company to claim a Purchase Money Security Interest ("PMSI") in favour of Company over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms.
- 7.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.
- 7.4 Company and the Customer acknowledge that Company, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms on the PPS Register.
- 7.5 To the extent permissible at law, the Customer:
- 7.5.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change

Statement relating to a Security Interest granted by the Customer to Company.

- 7.5.2 agrees to indemnify Company on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
- 7.5.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of Company; and
- 7.5.2.2 enforcement or attempted enforcement of any Security Interest granted to Company by the Customer;
- 7.5.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;.
- 7.5.4 agrees to waive its right to do any of the following under the PPSA:
- 7.5.4.1 receive notice of removal of an Accession under section 95;
- 7.5.4.2 receive notice of an intention to seize Collateral under section 123;
- 7.5.4.3 object to the purchase of the Collateral by the Secured Party under section 129;
- 7.5.4.4 receive notice of disposal of Collateral under section 130;
- 7.5.4.5 receive a Statement of Account if there is no disposal under section 132(4);
- 7.5.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
- 7.5.4.7 receive notice of retention of Collateral under section 135;
- 7.5.4.8 redeem the Collateral under section 142; and
- 7.5.4.9 reinstate the Security Agreement under section 143.
- 7.5.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

## 8. Indemnity

To the full extent permitted by law, Customer will indemnify Company and keep Company

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indemnified from and against any liability and any loss or damage Company may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

## 9. General

- 9.1 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 9.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 9.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 9.4 No waiver of any of these Terms or failure to exercise a right or remedy by Company will be considered to imply or constitute a further waiver by Company of the same or any other term, condition, right or remedy.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_