



ABN 25 129 573 164

Central Security Distribution Pty Ltd
22 Mallett Road
TULLAMARINE VIC 3043

Telephone: 03 9001 1900
Facsimile: 03 8610 2106
Email: accounts@centralsd.com.au

New Account/Credit Application Form

Note: Only Fully Completed Applications Accepted

Full Name of Applicant (hereafter called 'The Applicant':		Phone No: ()
		Fax No: ()
Trading Name & Address:		No of years trading under present ownership:
		Email Address:
BUSINESS TYPE (please tick one) Sole Proprietor [] Partnership [] Company [] Trust []		
Company/Trust Name:		ACN:
		ABN:
Registered Company Address (if different from above)		
Bank:	Branch:	Account No:

Owners/Directors Guarantors

Name:	Name:
Owner [] Director [] (tick whichever is applicable)	Owner [] Director [] (tick whichever is applicable)
Private Address:	Private Address:
Home Phone: ()	Home Phone: ()
Drivers Licence No:	Drivers Licence No:
Name:	Name:
Owner [] Director [] (tick whichever is applicable)	Owner [] Director [] (tick whichever is applicable)
Private Address:	Private Address:
Home Phone: ()	Home Phone: ()
Drivers Licence No:	Drivers Licence No:

Any Special Instructions (ie different delivery addresses, account addresses etc)

Applicants Current TRADE REFERENCES including Phone Nos

Name:	Address	Phone No.
1.		()
2.		()
3.		()

ACKNOWLEDGEMENT

The Applicant consents to the information contained in this application being used for reference and/or credit reporting from time to time during the duration of this account and my/our agreement thereto is evidenced by my/our execution hereof. The Applicant also undertakes to promptly notify the Supplier of any change of ownership the Applicant. The Applicant hereby applies for a credit account with the supplier and the Applicant acknowledges that it/l/we have read the trading terms and conditions numbered 1 to 4 attached to this application and that the Applicant fully understands and agrees to be bound by all of the said trading terms and conditions.

Full Name _____

Signature of Applicant: _____

Capacity of Signatory _____

Date: ____/____/____

Full Name _____

Signature of Applicant: _____

Capacity of Signatory _____

Date: ____/____/____

PERSONAL/DIRECTOR GUARANTEE

In consideration of the Supplier granting a credit account to the Applicant at my/our request I/we, the undersigned, hereby jointly and severally agree to guarantee the prompt payment of any and all accounts for and monies due for goods supplied to the Applicant by the Supplier from time to time and I/we agree to indemnify the Supplier and keep it indemnified in respect of all liability that the Supplier will from time to time incur as a result of the Supplier supplying goods to the Applicant pursuant to the terms of this credit agreement. I/we agree that the granting by the supplier to the Applicant of additional time to pay monies due under this credit agreement or any other indulgence shall not affect our liability under this guarantee. We also acknowledge that the trading terms and conditions numbered 1 to 4 were attached to this application form at the time we executed this guarantee and that we have read and fully understand and agree to be bound by the same.

Full Names of Guarantors:

Full Name _____

Signature of Guarantor: _____

Full Name _____

Signature of Guarantor: _____

Full Name _____

Signature of Guarantor: _____

Full Name _____

Signature of Guarantor: _____

Terms and Conditions

1. Interpretation

In these conditions:

“The Purchaser” means the person firm or entity to whom goods or services are supplied or to whom a quotation for the supply of goods or services is given.

“CSD” means Central Security Distribution Pty Ltd, which is the entity supplying the goods or services to the Purchaser under these terms and conditions.

“The Parties” means The Purchaser and CSD.

“Terms” means the Terms and Conditions embodied in this document and as may be amended from time to time.

“Quotation” means any quotation from CSD for the supply of goods or services to the Purchaser.

2. Incorporation

2.1 These Terms govern every contract, transaction and arrangement for the supply of goods and/or services by CSD to the Purchaser and except as modified in accordance with clauses 2.2 and 2.3 constitute all the terms agreed between them to the exclusion of all other terms and conditions

2.2 No modifications to these Terms whether put forward in the Purchaser’s order, specification or otherwise shall bind CSD unless agreed to in writing by CSD’s authorised employee or representative.

2.3 CSD may amend these Terms by the giving of notice to the Purchaser in writing and the new Terms shall apply to the supply of all goods and/or services to the Purchaser by CSD after such notice is given.

2.4 These Terms supersede any terms and conditions that have previously governed the supply of goods and/or services to the Purchaser.

3. Quotations and Catalogues

3.1 Any quotation/invoice given by CSD is a mere invitation to treat and does not constitute a contractual offer and unless specifically stated otherwise all quotations lapse thirty (30) days after issue

3.2 CSD catalogues and brochures are published as sources of general information only, they do not constitute contractual offers and are not binding on CSD

3.3 All quotations given are based on the Purchaser’s requirements as understood by CSD at the time of quoting but in all cases it remains the responsibility of the Purchaser to verify that Goods are fit for purpose before accepting any quotation.

3.4 Unless specifically stated otherwise all quotations are exclusive of GST freight and other taxes duties or charges.

3.5 All quotations are confidential and the Purchaser agrees not to disclose pricing or other details to any other party.

3.6 CSD reserves the right to vary or withdraw any quotation prior to its acceptance by the Purchaser and any order placed after a quotation has expired may be deemed to be at the standard CSD prices current at the time of delivery.

4. Orders and Cancellations

4.1 Orders for goods and/or services shall not be binding upon CSD until accepted either formally in writing or by way of positive action to invoice or dispatch the goods.

4.2 Once CSD has accepted an order the Purchaser may not cancel alter or modify that order without the written consent of CSD’s authorized employee. Where CSD does so consent the purchaser may be required to reimburse CSD for costs incurred in relation to the order up until the time that CSD agreed to the cancellation.

5. Price and Payment

5.1 Subject to these terms and in the absence of any contrary agreement the price of the goods and services supplied under these terms will be CSD’s listed price being current at the time of supply. Prices quoted in published price lists or by CSD representatives are subject to change without notice and are not binding on CSD.

5.2 Where trade pricing has been arranged in advance the price of the goods and services supplied under these terms will be the listed price less any discount agreed to in writing between the parties.

5.3 Where goods are imported by CSD and where the applicable exchange rates or customs duties vary suddenly and adversely by an amount greater than 5% between the time of order acceptance by CSD and the time of delivery to the Purchaser; then CSD may adjust the price to reflect such changes.

5.4 Unless specifically stated otherwise all prices are exclusive of GST, freight and other taxes, duties or charges, which shall be added to the amount, paid by the Purchaser.

5.5 Payment terms are strictly Cash On Delivery unless a credit facility has been pre-arranged between CSD and the Purchaser, in which case payment must be in accordance with the terms of that credit facility.

5.6 The Purchaser will be invoiced for the goods and/or services by CSD at the time of supply and, unless otherwise arranged between the parties in writing, all credit facility purchases must be paid for by the Purchaser within thirty (30) days after the month end in which the goods were supplied.

5.7 The Purchaser agrees that CSD is authorised to allocate the payment of any monies received from time to time from the Purchaser towards any outstanding account of the Purchaser held with CSD.

5.8 All payments made by the Purchaser to CSD shall be in the currency specified in the invoice without deduction or set off of any kind.

5.9 If the Purchaser breaches its payment obligations to CSD under these Terms then CSD may, at its discretion initiate one or more of the following actions:

Apply interest to the overdue portion of the account at a rate of 1.5% per month calculated daily from the date the payment was due until payment is received in full.

Suspend or revoke the credit facility between CSD and the Purchaser requiring that all further supply be on a Cash On Delivery basis.

Suspend any further supply of goods or services to the Purchaser and cancel or suspend any trade discount arrangements current between the parties.

Initiate legal action to recover all debt and legal expenses incurred by CSD in connection with such action.

6. Delivery and Risk

6.1 Unless specifically agreed otherwise in writing between the parties, responsibility to arrange and pay for freight from the relevant CSD place of business to the Purchaser’s desired destination shall rest with the Purchaser (FOB). Delivery is effected when CSD hands the goods over to the carrier nominated by the Purchaser or CSD’s carrier, on behalf of the Purchaser, if so instructed by the Purchaser. Risk in the goods shall be deemed to have passed from CSD to the Purchaser once the goods have left the relevant CSD premises.

6.2 The Purchaser agrees that CSD shall be entitled to store, at the risk and cost of the Purchaser, any goods which CSD, after reasonable endeavors, is unable to deliver to the Purchaser or which the Purchaser refuses to receive and to take such action without limiting any other rights which CSD may have.

6.3 While CSD shall use all reasonable endeavors to meet scheduled delivery dates, CSD shall not be liable to the Purchaser for any loss or damage whatsoever should it be delayed or prevented from delivering the goods, supplying services or otherwise performing any of its contractual obligations due to any cause or circumstance beyond its reasonable control. In the event of any delay in delivery or supply as aforesaid, the due date for delivery shall be deferred for a period equal to the time lost by reason of the intervening cause or circumstance.

6.4 CSD reserves the right to deliver goods in installments, where appropriate or necessary, and all such installments, when separately invoiced, shall be paid for by the purchaser without regard to the delivery of subsequent installments.

7. Returns and Credits

7.1 The Purchaser shall promptly inspect all goods received from CSD. CSD shall not be liable for shortages or errors in deliveries unless the Purchaser submits a written claim with proof of purchase within 14 days of delivery. If no such claim is submitted within 14 days then the purchaser will be deemed to have accepted the goods.

7.2 The Purchaser may request a credit for goods returned and CSD may accept such a request however in all cases the goods must be returned in “as new” condition and returned goods may incur a restocking fee of 10%. The restocking fee may be greater in cases where packaging has been compromised and the goods require repackaging. As a general rule requests for return and credit should be submitted within 14 days of purchase and may be refused after 30 days.

7.3 CSD may refuse to accept a request for return and credit where unusual goods have been ordered in for special projects.

7.4 CSD reserves the right to make such alterations to the specifications design and manufacture of goods as it shall, in its discretion as supplier, deem necessary to achieve best practice provided always that the goods shall remain fit for purpose and of merchantable quality. Small variations in the goods shall not be the basis of any claims.

8. Regulations, Licenses and Rights

8.1 It is the responsibility of the Purchaser to obtain any license or approval required by any government or other authority for the purchase or use of the goods supplied by CSD.

8.2 The Purchaser indemnifies CSD against all claims against CSD arising as a result of the methodology employed by the Purchaser in the installation deployment and use of the goods supplied by CSD. This includes but is not limited to claims for infringement of third party intellectual property rights.

8.3 The supply of goods and/or services by CSD to the Purchaser shall not entitle the Purchaser to use any CSD trade marks or the trade marks of any manufacturer or supplier whose products are represented or sold by CSD.

9. Property and Ownership

9.1 Property in and ownership of the goods, the subject of supply by CSD, shall pass to the Purchaser only when payment in full is received by CSD. Subject to clause 9.2 until payment in full is received by CSD, the Purchaser shall hold the goods as bailee for CSD.

9.2 Without prejudice and in addition to any other right or remedy that CSD may have :-

- (a) if the Purchaser fails to pay all or any part of the purchase price owing hereunder on the date for making such payment in accordance with clause 5.5, then CSD shall have the immediate right to re-take and resume possession of the goods; and
- (b) if any one or more of the following events occur:-
 - (i) a Receiver/Manager is appointed over any part of the undertaking, property or assets of the Purchaser;
 - (ii) an order is made for the winding up or dissolution without winding up of the Purchaser or an effective resolution is passed for the winding up of the Purchaser;
 - (iii) the Purchaser is placed under official management;
 - (iv) the Purchaser becomes bankrupt;then CSD shall have the immediate right to re-take and resume possession of the goods so long as payment of the full amount owing hereunder has not been made.

9.3 For the purposes of re-taking and resuming possession of the goods the Purchaser hereby licenses CSD or its authorized agent to enter upon the Purchaser's premises or, to the extent permitted by law, any other premises where the goods are kept.

9.4 Until payment in full for the goods has been received by CSD and subject to the conditions of clause 9.5, the Purchaser is not permitted to pledge, mortgage, charge or part with the goods without CSD's prior written consent.

9.5 Notwithstanding that payment in full has not been received by CSD, the Purchaser may resell the goods in their original form or incorporated into another product. In the case of such re-sales the Purchaser acts as agent for CSD and the proceeds of the re-sales shall be held by the Purchaser on trust for and as agent of CSD and shall pay the proceeds to CSD as they become due under these Terms.

10. Warranty and Liability

10.1 CSD warrants that the goods supplied to the Purchaser are free from defects which are the result of faulty materials and/or faulty manufacturing processes. The term of this Warranty is for a period of 12 months from the effective date of delivery to the Purchaser however CSD shall assign to the Purchaser, in so far as it is able to do so, the benefit of any condition, warranty or guarantee, expressed or implied, in CSD's contract with its own supplier.

10.2 CSD warrants that it shall perform its services with reasonable care and skill and shall investigate any bona fide complaint that any of its services have not been performed satisfactorily. If satisfied that such a complaint is justified CSD shall use all reasonable endeavors to remedy the situation at no extra charge to the Purchaser.

10.3 These Terms set forth the full extent of CSD's obligation and liability to the Purchaser with respect to the goods and/or services supplied and all terms, conditions, warranties and representations that might otherwise be implied by statute or otherwise are hereby excluded.

10.4 Certain legislation including the *Trade Practices Act 1974* imply warranties or conditions or impose obligations upon CSD which cannot be excluded, restricted or modified except to a limited extent. These Terms must be read and construed subject to such statutory provisions. Where such statutory provisions apply, to the extent to which CSD is entitled to do so, its liability shall be limited at its option to:

- (a) in the case of a supply of goods

- (i) the replacement of the goods or supply of equivalent goods
- (ii) the payment of the cost of replacing the goods or acquiring equivalent goods
- (iii) the payment of the cost of having the goods repaired
- (iv) the repair of the goods and

(b) in the case of services

- (i) the supply of the services again or
- (ii) payment of the cost of the supply of the services again.

10.5 CSD shall not be liable in any circumstances for any:

- (a) Defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, improper installation, maintenance, alteration or repair
- (b) Transport costs or installation and removal labour costs
- (c) Technical advice or assistance given in any form by CSD to the purchaser provided always that CSD has rendered such services with due care and skill and that any goods supplied in connection with the services are reasonably fit for purpose.

10.6 The Purchaser shall notify CSD within 14 days of it becoming aware of any facts or matters that the Purchaser knows or should reasonably know may be the subject of any claim whatsoever against CSD.

11. Limitation of Warranty

To the extent permitted by law and subject only to any express exception contained in these Terms, CSD shall under no circumstances be liable in any way whatsoever to the Purchaser for any form of loss, damage or expense sustained or incurred by the Purchaser or any other party in consequence of or resulting directly or indirectly out of the supply of goods and/or services by CSD or any contract incorporating these conditions or the negligence of CSD.

12. Non Availability

While every effort shall be made to fulfill the Purchaser's orders for the goods, CSD shall not be liable for any loss or damage arising through the non-availability of stock.

13. Privacy

The Purchaser shall irrevocably authorize CSD to provide any information contained in the Purchaser's application for credit from CSD to any credit providers or credit agencies so as to enable CSD to make an assessment as to whether to approve the Purchaser's application for credit. CSD may give information about the Purchaser to such credit providers or credit agencies as permitted under the *Privacy Act 1988*

14. Law and Jurisdiction

The laws of the State of Victoria shall govern the constitution, validity and performance of any contract incorporating these Terms and the Parties agree to submit to the jurisdiction of the Courts of that State.

15. General

15.1 All clerical errors are subject to correction and shall not bind CSD.

15.2 The Purchaser shall not treat any employee of CSD as authorized to bind CSD unless CSD have given the Purchaser express written notice to that effect.

15.3 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining provisions.

15.4 CSD's failure to enforce at any time or for any period of time, any term of any contract incorporating these conditions shall not constitute a waiver of such terms and shall in no way affect its right to enforce it.

15.5 Headings are included for ease of reference and do not form part of or affect the interpretation of these Terms.

15.6 These Terms bind CSD, the Purchaser and their respective successors and assigns.