

PRIVATE & CONFIDENTIAL APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

I/We _____
(Correct registered Company Name or Proprietor's Name) (Herein after call "the Applicant")

Hereby apply for a credit account with Kerr Brothers Exports and in consideration of Kerr Brothers extending credit to me/us acknowledge the contractual stipulations set out below and on the reverse side of this application and agree that they will apply to me/us in regard to all transactions made by me/us or others authorised to use the account. As an inducement to the approval by Kerr Brothers of this application I/we make the following representations and warrant that the information following is true and correct.

Trading as _____

Business Address: _____ Phone No. _____

_____ Fax No: _____

Postal Address: _____ Mobile No. _____

E-mail Address: _____

Bank & Branch: _____ Account No. _____

Full Name & Address Of Directors / Partners / Proprietors etc:

1. _____

2. _____

3. _____

Type of Business: _____ Date of Commencement _____

How long has it been owned by you _____ No of Employees _____

Please provide names and fax & phone numbers of 4 current Trade References

1) _____ Fax No _____ Phone No. _____

2) _____ Fax No _____ Phone No. _____

3) _____ Fax No _____ Phone No. _____

4) _____ Fax No _____ Phone No. _____

CREDIT LIMIT APPLIED FOR AUD\$ _____

I/We acknowledge that Kerr Brothers Exports may wish to obtain credit reference reports from other credit providing bodies or from a credit reporting agencies and I/we authorise them to obtain such reports at the time of lodging my/our Application for Commercial Credit.

I declare that (I am/we are) not a bankrupt, have no judgements against me/us, have not been a Director/s of a company which has gone into liquidation.

Date: _____

Name: _____ Position: _____ Signature: _____

PLEASE PRINT

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Name: _____ Position: _____ Signature: _____

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Name: _____ Position: _____ Signature: _____

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KERR BROTHERS EXPORTS, A DIVISION OF GROVE INTERNATIONAL PTY LIMITED.
APPLICATION FOR COMMERCIAL CREDIT ACCOUNT
STANDARD TERMS & CONDITIONS

Should Commercial credit be extended to the Applicant as a result of this application, the Applicant agrees to the following:

1. "The Applicant" understands the trading terms are sight draft/document on payment unless otherwise agreed in writing
2. "The Applicant" further understands should "The Applicant" default in payment of monies due, the all such monies shall become due and payable and shall be paid within seven (7) days from the date of demand.
3. "The Applicant" shall be liable for and shall pay interest at the rate of 1.25% per month (or such rate not to exceed 3.0% per month as Kerr Brothers Exports may at any time and from time to time notify "The Applicant" in writing as being the rate applicable subsequent to the date of any such notice) to date of payment on all amounts which from time to time remain unpaid in excess of 7 days from the original invoice due date which interest shall be calculated a daily basis and compounded monthly.
4. "The Applicant" further understands Kerr Brothers Exports reserves the right to withhold the supply of goods and services at any time without notice to "The Applicant"
5. In the event of this application being successful a fixed credit limit will be determined by Kerr Brothers Exports. Should the account balance exceed the limit Kerr Brothers Exports reserves the right to withhold the supply of goods and services without notice.
6. "The Applicant" further understands Kerr Brothers Exports reserves the right to vary these terms and conditions from time to time and undertakes to notify "The Applicant" of such variations. All orders received after such notice will be deemed to be under the new terms and conditions
7. "The Applicant" further understands and agrees should any conditions of" The Applications" purchase order (s) or in any other subsequent document, purport to vary Kerr Brothers Exports standard terms and conditions the same will not be binding upon Kerr Brothers Exports unless agreed in writing by Kerr Brothers Exports
8. Title to goods by Kerr Brothers Exports or its agents acting on its behalf will not pass unit Kerr Brothers Exports has been paid in full for the goods. "The Applicant" hereby grants to Kerr Brothers Exports an irrevocable licence to enter any premises in which the goods are situated for purpose of repossession if payment is not made. Kerr Brothers Exports is entitled to monies obtained from proceeds of the sale of goods by "The Applicant" or his/her agent.
9. The "The Applicant" agrees and acknowledges that no request to change the name of the account or to operate the account in a different name shall affect or discharge the "The Applicant" liability.
10. "The Applicant" shall pay to Kerr Brothers Exports forthwith on demand all costs, charges and expenses as between solicitor and own client incurred by Kerr Brothers Exports enforcing or attempting to enforce all or any of its rights, powers or remedies hereunder or at law or otherwise in connection with collecting or recovering all or any money now or in the future, owing by "The Applicant" to Kerr Brothers Exports with respect to the account.
11. Claims for damages or shortages must be submitted in writing within 48 hours of devanning and are subject to the respective manufacturer/suppliers claim policy
12. All transactions between "The Customer" and Kerr Brothers Exports or its agents (the parties) will be governed by the laws of New South Wales, Australia. Unless resolved "The Customer" and Kerr Brothers Exports, a division of Grove International Pty Ltd and its agents hereby agree to submit to the exclusive jurisdiction of the Supreme Court of New South Wales in relation to any disputes arising between the parties