

HANCOCK FLOORCOVERINGS PTY LTD

APPLICATION FOR A 30 DAY ACCOUNT

Name of Business / Company _____
Trading Name _____
ABN _____ Type of Business _____
Street Address _____
Postal Address _____
Telephone _____ Facsimile _____ E Mail _____
Date Established _____
Estimated Monthly Purchases _____
How Long at Current Address _____ Rented / Leased or Owned _____

THIS SECTION TO BE COMPLETED IF A COMPANY AND / OR TRUST

Parent Company _____
Nominee or Trust Details _____
Date of Incorporation _____ Paid up Capital _____
Registered Office _____
Name of Accountant / Secretary _____
Bank's Name / Address _____

NAMES AND ADDRESSES OF DIRECTORS OR PARTNERS

FULL NAME AND PRIVATE ADDRESS

1) Name _____ TEL _____
Address _____
2) Name _____ TEL _____
Address _____
3) Name _____ TEL _____
Address _____

HAS ANY PROPRIETOR / DIRECTOR BEEN DECLARED BANKRUPT OR BEEN A
DIRECTOR OF A COMPANY ENTERED INTO RECIEVERSHIP? IF YES PLEASE
PROVIDE DETAILS: _____

TRADE REFERNCES

1) _____ TEL _____

EMAIL _____

2) _____ TEL _____

EMAIL _____

3) _____ TEL _____

EMAIL _____

In consideration of you granting credit / agreement to sell goods to us, we the proprietor / company declare and agree the following:

1. The information given is true in all respects.
2. We will promptly advise you in writing of any proposed changes to the business / company / trustees.
3. Should there be a constitutional change in the business, we will notify **HANCOCK FLOORCOVERINGS PTY LTD** in writing of the change and agree that until notification in writing from **HANCOCK FLOORCOVERINGS PTY LTD** accepting this change is received we agree to accept liability as if no such change had taken place.
4. No goods will be ordered unless we / the company has the capacity to pay the invoiced price.
5. There will be sufficient funds in our bank account to meet any cheque drawn in your favour in payment of our account.
6. Our account will be a 30 day account and will be paid within 30 days from the end of the month of purchases unless otherwise agreed.
7. We will pay any collection costs (including legal expenses and debt collection commissions) incurred in obtaining payment as an addition to our account.
8. We will pay interest on all overdue accounts at the current rate of bank interest on business overdraft accounts (from time to time) calculated from the due date for payment of the account up to and including the date of payment.
9. We the person(s) named and described will guarantee on a continuing basis the payment by the company to the creditor of all monies now due and owing and to become due and owing from time to time in respect of credit given inclusive of costs in sub-clause (7) and (8) above.
10. Should any of the following occur:
 - a. Any information provided on this application proves to be incorrect or falsely advised.
 - b. Any default in payment occurs, and / or
 - c. I / We enter into bankruptcy / receivership (whether voluntary or otherwise).

It is agreed that **HANCOCK FLOORCOVERINGS PTY LTD** shall retain full right, title and interest to any goods supplied pursuant to this account.

GENERAL TRADING TERMS

- 11. Credit Claims: Where possible, please advise within a maximum of 7 days from date of invoice of any damaged goods.
- 12. Prices listed on either our published Price List(s) or on the Web Page are exclusive of GST and Goods and Services Tax will be charged at the ruling rate.
- 13. The goods sold shall be at the Purchaser's risk as from the date of delivery to the Purchaser, its agent, or any carrier.
- 14. Title and property in the goods shall not pass to the Purchaser until payment of the purchase price has been made in full, and until such time, the Purchaser shall hold the goods as bailee of Hancock FloorCoverings.

In the event of default of payment or for as long as any part of the purchase price remains unpaid, Hancock FloorCoverings reserves the right to enter the Purchaser's premises, retake possession of the goods and resell the same without prejudice to any other remedies available.
- 15. ALL printed price lists are subject to alteration by Hancock FloorCoverings without notice. Goods will be charged at prices ruling at the date of dispatch except for special bona fide contract orders where prior arrangements have been made and agreed upon by Hancock FloorCoverings.
- 16. Disclaimer: The Purchaser acknowledges that it is aware that the products might not comply with the Australian Standard ISO9239-1 or the Building Code of Australia, and that no warranties as to the suitability, safety or fitness for purpose of the products are given or to be relied upon.
- 17. Indemnity: You undertake to indemnify us against all losses, liabilities and costs incurred or payable by us, arising directly or indirectly as a result of, or in connection with, your negligent act or omission, wilful misconduct or breach of contract with any third party, in your supply of the products to that third party.
- 18. Hancock FloorCoverings can be contacted on (08) 9248 6666 for Product Guarantees relating to specific products supplied by Hancock FloorCoverings.
- 19. Hancock FloorCoverings reserves the right to charge for Delivery, Baling and Cutting at a market price that can be subject to change from time to time without notice.
- 20. Site access to Hancock FloorCoverings web page is for Account Holders only. If compromised, we reserve the right to terminate access to our web page at any time and without notice.
- 21. You acknowledge that you have received, read and understood the terms contained in our standard terms and conditions, which this sale is subject to, in particular the clauses concerning our disclaimer 16. above, and the indemnity 17. above, in favour of us.

SIGNATURE OF APPLICANT _____

NAME _____ DATE _____

POSITION _____