



Superior Steel Products Pty Ltd
trading as Superior Pet Goods
ABN: 54 627 545 537
accounts@superiorpetgoods.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

Business Contact Information

Customer's Trade Name:

Customer's Full or Legal Name:

Phone:

Fax:

E-mail:

Billing Address:

City:

State:

Postcode:

Physical Address:

City:

State:

Postcode:

ABN/ACN:

Estimated Monthly Purchase:

In business since:

Sole trader:

Partnership:

Limited liability:

Other:

Purchasing Contact:

Phone:

Email:

Accounts Contact:

Phone:

Email:

Details of Owner (if Sole Trader) Partners (if Partnership) OR Directors (if Company) Or TRUSTEE (if a Trust)

Full name:

Full name:

Home Address:

Home Address:

Post Code:

Date of Birth:

Post Code:

Date of Birth:

Home Phone:

Home Phone:

Business/Trade References

1. Company name:

Contact:

Phone:

Fax:

E-mail:

Address:

City:

State:

Postcode:

2. Company name:		Contact:
Phone:	Fax:	E-mail:

Address:

City:	State:	Postcode:
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3. Company name:		Contact:
Phone:	Fax:	E-mail:

Address:

City:	State:	Postcode:
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Customer Declaration

I/We certify that the above information is true and correct and that I am/ we are authorised to make this application for credit. I/we have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Superior Steel Products Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I/we authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I/we agree that if I am/ we are a director/shareholder (owning at least 15% of the shares) of the Customer I/we shall be personally liable for the performance of the Customer's obligations under this contract.***

If signing as a company, expressly warrant to Superior Steel Products Pty Ltd that the Customer is solvent and able to pay its debts as and when due and payment shall be made within 30 days from the end of the month in which goods or services are supplied or as otherwise agreed by Superior Steel Products Pty Ltd.

Authorised Customer Signatures

Signature:	Signature:
Title:	Title:
Date:	Date:

Office Use Only

References Checked:

1.

2.

3.

Credit Assessment by:	Approval Limit:
Account Approved:	Date Approved:

Superior Steel Products Pty Ltd Trading As Superior Pet Goods
Terms and conditions for supply of goods and services

1. **Terms and Conditions**
 - a. These Terms and Conditions apply to the provision by the Supplier of printing and packaging goods and services for commercial use.
 - b. In these Terms and Conditions:
 - i. "Agreement" means the complete agreement between the Customer and the Supplier and is comprised of these Terms and Conditions, the quotation (if any), as well as any other documents which purport to be a part of the Agreement and which are either provided or signed for and on behalf of the Supplier.
 - ii. "Customer" means the entity or entities jointly which enter into an agreement to purchase goods and services from the Supplier.
 - iii. "equipment" means all equipment produced or used by the Supplier in the production and supply of goods and services to the Customer, including dies and blisters.
 - iv. "goods" means any goods supplied by the Supplier to the Customer;
 - v. "services" means any services provided by the Supplier to the Customer.
 - vi. "Supplier" means Superior Steel Products Pty Ltd trading as Superior Pet Goods (ACN 627 545 537).
 - c. Supply of the goods and services by the Supplier to the Customer is made in exchange for payment by the Customer of the amount specified in the Supplier's invoice and in accordance with these Terms and Conditions. By placing an order with the Supplier, the Customer agrees to be bound by these Terms and Conditions and any other conditions of the Agreement.
2. **Forming the Agreement, Prices**
 - a. At the Supplier's sole discretion the Price shall be either:
 - i. as indicated on invoices provided by the Seller to the Client in respect of Goods supplied; or
 - ii. the Seller's current price at the date of delivery of the Goods according to the Seller's current Price list; or
 - iii. the Seller's quoted Price (subject to clause 2b) which shall be binding upon the Seller provided that the Client shall accept the Seller's quotation in writing within thirty (30) days.
3. **Quotation**
 - b. If a written quotation is provided by the Supplier, it will be valid for 30 days. The quotation may include additional conditions to those contained in these Terms and Conditions and upon formation of contract, the additional conditions shall bind the parties and in the event of any inconsistency, the additional conditions will prevail.
 - c. Until the Agreement is made, the quotation shall be considered an invitation to treat only. If an Agreement is made, the terms contained in the quotation shall then form part of that Agreement.
 - d. Unless specified otherwise, the quotation will not include amounts payable by the Customer for any taxes, including GST, and duties or other charges, including delivery. If the quotation does not expressly include relevant taxes, duties or other charges, these amounts will be payable by the Customer in addition to the amount specified in the quotation.
4. **Order**
 - e. By placing an order with the Supplier in accordance with the Suppliers prescribed procedure, the Customer offers to purchase the goods and services from the Supplier.
 - f. If any amount payable by the Supplier in relation to the order should change after the provision of the quotation or the placing of an order by the Customer, the Supplier may by written notice to the Customer, vary its price for the goods or services in accordance with the change(s).
5. **Acceptance of order**
 - g. The Supplier may accept the offer by communicating its acceptance or by completing the order and rendering an invoice to the Customer.
6. **Payment Terms**
 - a. The Supplier will issue an invoice for the supply of the goods and/or services. The Supplier may issue interim invoices at suitable intervals, including but not limited to calendar monthly for goods and services provided within that month.
 - b. Amounts payable under an invoice issued in any calendar month are due and payable on or before the final day of the next calendar month. Any dispute regarding an invoice must be submitted to the Supplier prior to the invoice due date.
 - c. If all or part of any invoiced amount remains unpaid at the due date, the Supplier may:
 - i. charge the Customer interest at the rate of 2% above the rate set from time to time by the Penalty Interest Rates Act 1983 plus the full amount of any costs the Supplier incurs in recovery of those outstanding amounts;
 - ii. Deem any further amounts payable at any time in the future under the Agreement, to be due and payable immediately, as well as any costs incurred pursuant to paragraph 3(c)(i) above;
 - iii. Suspend supply of goods and services to the Customer until the outstanding amount has been repaid in full;
 - iv. Terminate the Agreement in so far as it relates to the supply of any further goods and services; and
 - v. Within 7 days of written notice call for the delivery up, at the Customers expense, of any goods and equipment in the possession of the Customer for which title has not yet passed to the Customer or the proceeds of sale of those goods, in accordance with paragraph 4 hereof, and the Supplier may rely on any other rights afforded to it by statute or the Agreement in addition to any or all of the above rights.
 - d. If the Customer is a corporation and -
 - i. an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation, or
 - ii. goes into liquidation, or
 - iii. is placed under official management, or
 - iv. has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed, or
 - v. has an inspector appointed under the Australian Securities and Investments Commission Act, or
 - e. If the Customer is a natural person and -
 - i. becomes bankrupt, or
 - ii. takes or tries to take advantage of Part X of the Bankruptcy Act, or
 - iii. makes an assignment for the benefit of their creditors, or
 - iv. enters into a composition or arrangement with their creditors, or
 - v. is unable to pay their debts when they fall due;
7. **Ownership and possession of goods and equipment**
 - a. Goods may on occasion be supplied to the Customer prior to payment by the Customer of all invoiced amounts.
 - b. Title to all goods supplied to the Customer by the Supplier shall vest in the Customer when the Supplier receives payment in cleared funds of the invoiced amounts which relate to those goods. Until that time, title to those goods shall be retained in the Supplier, notwithstanding that the goods may be in the possession of the Customer.
 - c. If the goods are supplied to the Customer before title has passed to the Customer, then:
 - i. the Customer holds those goods as agent or bailee for the Supplier and hereby undertakes to take all reasonable care with the goods and in the event of any breach the Supplier may call for the delivery of the goods in accordance with paragraph 3(c)(v) hereof;
 - ii. The Supplier has a Purchase Money Security Interest as defined by the Personal Properties Securities Act 2009.
 - iii. The Customer agrees to store the goods in such a way that they shall be clearly distinguishable and labelled so that it is clear to a reasonable third party as to which goods are the property of the Supplier.
 - iv. The Customer may on-sell goods which belong to the Supplier but undertakes to quarantine and keep separate the proceeds of such sales and to hold those proceeds on trust for the Supplier until such time as the Suppliers invoice(s) is/are paid in full.
 - v. The Customer hereby irrevocably grants to the Supplier a licence to enter onto its property for the purpose of locating and recovering the Supplier's goods as set out in this clause. The Supplier shall take all reasonable care when exercising its rights under this clause so as not to cause any loss or damage to the Customer, but the Supplier shall not be liable for any loss or damage to the Supplier or third parties or any property thereof as a result of any action taken by it under this clause.
 - vi. For the purposes of the Personal Properties Securities Act 2009 as amended or replaced from time to time, the Supplier is entitled to register its security interest including a Purchase Money Security Interest on the register and the Customer shall do all such things and sign all such documents as to enable this registration;
 - d. Notwithstanding the above, the Supplier is under no obligation to supply the goods and services until such time as the invoice(s) relating to those goods and services have been paid in full in cleared funds.
8. **Equipment**
 - e. In cases where equipment ("Equipment"), including tooling and printing plates, is generated or acquired by the Supplier solely for the purpose of the supply of goods and services to the Customer and cannot be used for any other purpose, the Agreement may specify that ownership and or title of the Equipment shall pass to the Customer. If so specified, then ownership shall pass upon payment of the final invoice which relates to the goods and services supplied through the use of the Equipment.
 - f. In the event that ownership of the Equipment passes to the Customer and the Equipment remains in the possession of the Supplier, the Supplier shall hold the Equipment as agent and/or bailee on behalf of the Customer.
 - g. At the completion of the order, the Customer shall be required to arrange for the pick-up or delivery of the equipment at its expense and by arrangement with the Supplier, unless this has been accounted for in the Supplier's invoice.
 - h. Should, for any reason, any Equipment belonging to the Customer be left with the Supplier for a period of 12 months from the date of the completion of the order, the Equipment is deemed to be abandoned by the Customer and the Supplier is entitled, without further notice, to deal with the Equipment as it sees fit, including its destruction or disposal (unless there is a further Agreement made in that time involving the use of that Equipment).
 - i. The Supplier will not hold or store printing plates for longer than four months from the date of generation, as these items deteriorate over time. At the end of this time, printing plates will either be given to the Customer or destroyed, in accordance with these Terms and

9. **Conditions.**
 - a. Time for supply of goods and services
 - a. The Supplier may give an estimate of the date for completion of an order and will use its best endeavours to complete the order by the estimated date. However, the Supplier cannot be bound to that estimate and a delay on its part does not invalidate the Agreement or give rise to any right of the Customer to terminate the Agreement. The Supplier shall not be liable for any loss and damage occasioned by the Customer as a result of any delay in the completion of an order.
 - b. Cancellation
 - a. The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - b. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
 - c. Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.
 - c. Risk and Insurance
 - a. The Supplier may be called upon to store items belonging to the Customer ("the Customer's Materials") while the Supplier is completing an order and, in relation to those materials:
 - i. The Supplier shall take all reasonable steps to ensure the safety of the customer's materials whilst those materials are in the care of the Supplier.
 - ii. The Supplier shall not be liable to the Customer for loss, damage or destruction to the customer's materials which is beyond its reasonable control.
 - b. The Customer shall bear the risk and shall insure against theft, damage or other loss in respect of the goods and the customer's materials at all times, including whilst in the possession of the Supplier and after despatch of those items from the premises of the Supplier.
10. **Disclaimer and limitation of liability**
 - a. The Customer must inspect the goods and services immediately upon delivery.
 - b. If the Customer believes that the delivery has been wrongful or the Agreement has been breached in any way by the Supplier, it must notify the Supplier in writing within 14 days of delivery. Failure to do so on the part of the Customer shall result in the order being deemed to have been completed satisfactorily.
 - c. The Suppliers liability in any event in relation to the Agreement shall be limited to repair or (at the Supplier's option) replacement of the goods or resupply of the services and shall not extend to any other loss or consequential loss or damage occasioned by the Customer. The Supplier's liability shall only arise if the goods and services were defective and the defects arose solely from mistake or faulty materials and workmanship on the part of the Supplier.
 - d. Except as specifically stated in these Terms and Conditions or in any other part of the Agreement, the Supplier makes no warranty in relation to quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, and so far as is possible, any warranty, term or condition imputed by statute or common law is excluded from the Agreement.
11. **Intellectual Property**
 - a. Unless otherwise specified in the Agreement, the intellectual property in the goods, services, equipment and any other tools, artwork, designs used by the Supplier remains the property of the Supplier and does not pass at any stage to the Customer.
12. **Privacy**
 - a. The Supplier will not provide Customer details to other organisations, except related entities or advisers as outlined in clauses 9b to 9h, without the written permission of the Customer. The information collected in the course of the Agreement is only for the purpose of supplying the goods and services and any directly related services, including marketing the Suppliers goods and services to the Customer.
 - b. The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Supplier.
 - c. The Customer agrees that the Supplier may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - i. to assess an application by the Customer; and/or
 - ii. to notify other credit providers of a default by the Customer; and/or
 - iii. to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - iv. to assess the creditworthiness of the Customer.
 - d. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
 - e. The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
 - f. The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time):
 - i. the provision of Goods; and/or
 - ii. the marketing of Goods by the Supplier, its agents or distributors; and/or
 - iii. analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
 - iv. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - v. enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
 - g. The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
 - i. to obtain a consumer credit report about the Customer;
 - ii. allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
 - h. The information given to the credit reporting agency may include:
 - i. personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
 - ii. details concerning the Customer's application for credit or commercial credit and the amount requested;
 - iii. advice that the Supplier is a current credit provider to the Customer;
 - iv. advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - v. that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - vi. information that, in the opinion of the Supplier, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);
 - vii. advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - viii. that credit provided to the Customer by the Supplier has been paid or otherwise discharged.
13. **Miscellaneous**
 - a. The parties agree the Agreement is made in the State of Victoria and will be governed by the laws of the State of Victoria.
 - b. These terms and conditions supersede all previous terms and conditions issued.
 - c. These Terms and Conditions are binding on all heirs, successors and assigns of each party.
 - d. The failure, delay, relaxation or indulgence on the part of the Supplier in exercising any power, right or remedy conferred upon it shall not operate as a waiver of that power, right or remedy, nor shall the exercise or any single or partial exercise of any power, right or remedy preclude any other or further exercise of such power, right or remedy or the exercise of any other power, right or remedy available under the Agreement.
 - e. If any provision of this Agreement is found to be invalid or unenforceable, then the validity of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity shall remain in full force and effect.

Accepted by:

Name:

Signature:

Position:

Date: